

A G Contract No KR00 1593TRN
ADOT ECS File: JPA 00-122
Project No HRF MIA-0-740
TRACS No. HF040 03D
Section: Rose Road
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF MIAMI, ARIZONA

THIS AGREEMENT is entered into 27 October, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and the TOWN of MIAMI acting by and through its MAYOR and TOWN COUNCIL (the "Town")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 11-952 and 9-240 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town

3. The State has approved the exchange of \$30,000.00 in Highway User Revenue Funds (HURF) to the Town for construction of improvements to Rose Road in the Town, and such funds will be repaid to the State by withholding from the Central Arizona Association of Governments (CAAG) federal funds and the obligation authority for federal funds in the amount of \$38,614.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO 24299
Filed with the Secretary of State
Date Filed: 10/27/00

Betsy Bayless
Secretary of State

By Vicky D. Grunewald

II. SCOPE OF WORK

1. The Town will:

- a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.
- b. Be responsible for any additional funds required to complete the project design
- c. Invoice the State for 30% of the project design cost at the 30% level of completion
- d. Invoice the State for 30% of the project design cost at the 60% level of completion.
- e. Invoice the State for 30% of the project design cost at the 90% level of completion.
- f. Invoice the State for 10% of the project design cost at the 100% project design completion stage after final project review is completed by CAAG representatives.

2. The State will:

- a. Within 30 days after receipt and approval of invoices, advance the Town HURF funds in the amount of \$30,000.00 in accordance with paragraph II 1.c., d. e. and f. above
- b. Withhold from CAAG, federal funds and the obligation authority of federal funds in the amount of \$38,614.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.
4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Miami
Town Manager
500 Sullivan Street
Miami, AZ 85539

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF MIAMI, ARIZONA

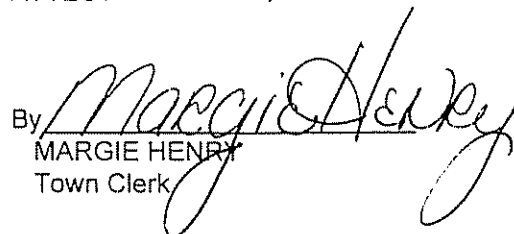
STATE OF ARIZONA

Department of Transportation

By 
JOE SANCHEZ, Mayor

By 
MARY LYNN TISCHER, Director
Transportation Planning

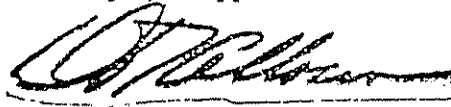
ATTEST

By 
MARGIE HENRY
Town Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of August 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Miami for the purpose of defining responsibilities for exchanging HURF funds for improvements to Rose Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

REGULAR COUNCIL MEETING OF COMMON COUNCIL OF THE TOWN OF MIAMI, AZ.

SEPTEMBER 11, 2000

I. CALL TO ORDER

- A. The meeting was called to order at 6:30 p.m.
- B. Pledge of Allegiance was led by Town Attorney Anna Ortiz.
- C. Invocation was led by Town Manager Delbert Self.

II. ROLL CALL

- A. The following Councilpersons were present: Mayor Jose Sanchez, Vice-Mayor Elias Y. Garcia, Councilman Dave Portillo and Councilman Arnold Rojas. Councilman Otto Santa Anna and Councilman Robert Baeza were excused. Also present were: Public Works Director Encizo, Police Chief Garcia, Town Clerk Henry, Town Manager Self, Librarian Ciallella and Town Attorney Anna Ortiz.

III. CALL TO THE PUBLIC

- A. No public comments.

IV. CONSENT ITEMS

- A. Motion by Vice-Mayor Garcia, seconded by Councilman Portillo to approve the Following as consent items:
 - 1. Minutes
 - 2. Demands

Motion passed unanimously.

V. REPORTS BY DEPARTMENT HEADS/COMMITTEES

- A. No reports by the Department Heads or Committees.

VI. NEW BUSINESS

- A. Motion by Councilman Portillo, seconded by Vice-Mayor Garcia to approve the Special Event Liquor License for the Globe-Miami Old Timers Reunion . Motion Passed with three in favor and one abstained (Councilman Rojas).
- B. Motion by Councilman Portillo, seconded by Councilman Rojas to approve the Intergovernmental Agreement between the Town of Miami and the State of Arizona regarding the Rose Road Project. Motion passed unanimously.
- C. Motion by Vice-Mayor Garcia, seconded by Councilman Portillo to approve the The scope of services to be rendered to the Town of Miami on the Rose Road Project by ASL Consulting Engineers. Motion passed unanimously.
- D. Motion by Councilman Rojas, seconded by Vice-Mayor Garcia to waive the fees For a Halloween Party on October 20, 2000 for BHACA/CI and CACDD. Motion Passed unanimously.
- E. Motion by Councilman Portillo, seconded by Councilman Rojas to table this item. Motion passed.
- F. No action taken.
- G. Motion by Councilman Portillo, seconded by Vice-Mayor Garcia to adjourn into Executive Session at approximately 7:45 p.m.. Motion passed.

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APPROVAL OF THE MIAMI TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF MIAMI and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 13TH day of Sept, 2000.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-1593TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED October 19, 2000.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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